

**ENGINEERING REPORT PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
TREATMENT WORKS**

CITY/TOWN OF _____, NEW HAMPSHIRE

This AGREEMENT made and entered into at _____ County, New Hampshire, this _____ day of _____ 20____, by and between City/Town of _____ hereinafter called the OWNER, and _____ hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to examine the need, alternatives and cost of constructing Treatment Works including _____

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services are required to prepare an engineering report, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby retains the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. Services to be performed by the ENGINEER

A. The ENGINEER agrees to produce a complete and definitive Engineering Report to meet current division requirements and to perform any and all engineering incidental thereto. The detailed scope of the work is as outlined in the attached Plan of Study.

B. Furnish to the OWNER two (2) copies of information needed for the acquisition of easements, site options for treatment plant and pump stations and route options for interceptor sewers within ____ calendar days after the Engineering Report has been approved by the New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION.

C. Furnish ____ copies of the Engineering Report to the OWNER and two (2) copies to the DIVISION. Additional copies to be available at cost.

D. Prepare applications with supporting and associated documents for Federal, State and other grant or loan programs.

1. Assists the OWNER in securing grants or loans by State, Federal and other grant or loan agencies.

E. Provide the DIVISION with one copy of design calculations, work sheets, field notes, estimates and other data generated in preparing the Engineering Report in a form satisfactory to the DIVISION.

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.

III. Time Of Completion

A. The ENGINEER agrees that he will submit to the DIVISION and the OWNER for approval after modification or revision as recommended by the DIVISION and agreed to by the ENGINEER the completed report within ____ consecutive calendar days following the

acceptance of the contract by the OWNER, and deliver same to the OWNER within ____ calendar days following the date of final approval by the DIVISION.

B. It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env-Ws 601.08, or the Assessment of liquidated damages as provided for under RSA 485-A:4, XII.

IV. Compensation to be Paid the ENGINEER

A. Method of Payment - Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Monthly billing based on hours and rates by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed

Dollars (\$_____),

and the ENGINEER agrees that the work proposed is sufficient to satisfactorily complete the study and that the monies to be paid are adequate. The attached fee schedule with labor category, hours, hourly rate, markup, incidental expenses, and fees for special services, shall be the basis for billing for engineering services.

- a. The ENGINEER agrees that prior to submitting the report to the DIVISION for formal approval he shall make revisions in the report as recommended by the DIVISION and agreed to by the ENGINEER without additional compensation. After formal approval if it becomes necessary to update the report for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to

the ENGINEER on a basis to be negotiated with the DIVISION.

V. Additional Covenants

- A. The ENGINEER agrees to assign in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be*

* See appended resume describing the candidate's qualifications for the assignment.

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the ENGINEER to abide by the above covenant is agreed to be sufficient basis for debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Consulting Engineers as provided for under New Hampshire Code of Administrative Rules Env-Ws 601.08.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all of the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may result from his performance and the performance of his employees under this AGREEMENT.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER and shall be transmitted to the OWNER in clean and orderly condition on demand; however, these may

be left in the possession of the ENGINEER at the OWNER'S discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER'S services or obligations under this AGREEMENT without the prior approval and written consent of the OWNER and the DIVISION, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at _____
County, New Hampshire, the day, month, and year first above written.

ENGINEER:

By: _____
(Authorized Representative*)

Date: _____

OWNER:

By: _____
(Authorized Representative*)

Date: _____

APPROVED: **

DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Division

By: _____
(Authorized Representative)

Date: _____

* Signatures should be supported by appropriate document.

** It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION'S approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

Approved as to form:

Town Counsel

At a meeting of the Partners/Directors of _____ ,
held on _____ , at which all the Partners/Directors were present, except _____
_____, it was

VOTES: That all contracts may be signed by any one of the following:

A true copy

Attest: _____

Place of Business: _____

Date of this Contract: _____

I hereby certify that I am the Clerk of _____ ,
that _____ is the duly elected _____ ,
and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Clerk

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF				Form Approved DES 11/00	
PART I - GENERAL					
1. GRANTEE / LOANEE				2. GRANT/LOAN NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR				4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP)			6. TYPE OF SERVICE TO BE FURNISHED		
PART II - COST SUMMARY					
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
DIRECT LABOR TOTAL:					
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST		
INDIRECT COSTS TOTAL:					
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION					
(2) PER DIEM					
TRAVEL COSTS TOTAL:					
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST		
	QTY	COST			
EQUIPMENT SUBTOTAL:					
c. SUBCONTRACTS			ESTIMATED COST		
SUBCONTRACTS SUBTOTAL:					
d. OTHER (Specify categories)			ESTIMATED COST		
OTHER SUBTOTAL:					
e. OTHER DIRECT COSTS TOTAL:					
10. TOTAL ESTIMATED COST					
11. PROFIT					
12. TOTAL PRICE					

PART III - PRICE SUMMARY									
COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES							MARKET	PROPOSED	
13.	(Indicate basis for price comparison)						PRICE (\$)	PRICE	
PART IV - DIRECT LABOR BY CATEGORY									
14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS, START-UP, SPECIAL SERVICES, ETC.									
Work category							Total	Rate	Cost
➔							Hours		
Project Manager									
Project Engineer									
Staff Engineer									
Resident Inspector									
Draftsman									
Technician									
Clerical									
Total - Direct Labor Cost									